

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF BRIDGEWATER

AND

BRIDGEWATER TOWNSHIP P. B. A. LOCAL NO. 174

JANUARY 1, 2016 THROUGH

DECEMBER 31, 2017

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Boulevard, Building A
P.O. Box 4922
Warren, New Jersey 07059-4922
732-805-3360
Attorney for Township of Bridgewater
www.embalaw.com

Mets, Schiro & McGovern & Paris, LLP
555 U.S. Highway 1 South, Suite 320
Iselin, NJ 08830
www.msmlaborlaw.com
732-636-0040
Attorney for PBA Local 174

Table of Contents

<u>Article</u>	<u>Title of Article</u>	<u>Page</u>
	PREAMBLE	1
I.	RECOGNITION	2
II.	LEGAL REFERENCE	3
III.	REPRESENTATION FEE	4
IV.	MANAGEMENT'S RIGHTS	6
V.	EMPLOYEE'S RIGHTS	8
VI.	VACATIONS	12
VII.	HOLIDAYS	14
VIII.	BEREAVEMENT LEAVE	16
IX.	PERSONAL LEAVE DAYS	17
X.	SICK LEAVE	18
XI.	COLLEGE CREDIT COMPENSATION	21
XII.	HOURS OF WORK AND OVERTIME	23
XIII.	CLOTHING ALLOWANCE	25
XIV.	HEALTH INSURANCE	26
XV.	COMPENSATION	30
XVI.	GRIEVANCE PROCEDURE	33
XVII.	OUTSIDE EMPLOYMENT	35
XVIII.	PROBATIONARY PERIOD	36
XIX.	MISCELLANEOUS	37
XX.	DURATION OF AGREEMENT	38
	APPENDIX A	39

PREAMBLE

This AGREEMENT is made and entered into between the Township of Bridgewater, Somerset County, New Jersey (hereinafter the "Township" or "Employer") and the Policemen's Benevolent Association, Local No. 174 (hereinafter the "Association" or "PBA").

I. RECOGNITION

The Township recognizes the PBA as the sole and exclusive bargaining agent with respect to terms and conditions of employment for all sworn police officers (hereinafter the "employees," "officers," or "members") of the Township below the rank of Sergeant. The use of the male pronoun is intended to be equally applicable to male and female officers covered by this Agreement. The recognition contained herein and all negotiations resulting therefrom shall be pursuant to and in compliance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (hereinafter the "Act").

II. LEGAL REFERENCE

1. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and police department rules and regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township officials to follow the terms contained herein, to the extent that they are applicable, in the exercise of the responsibilities conferred upon them by law.

2. Nothing contained herein shall be constructed to deny or restrict any employee such rights as he may have under any other applicable laws and regulations.

3. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and the parties shall renegotiate concerning any such invalidated provision(s).

III. REPRESENTATION FEE

If an employee does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. This fee shall be the maximum allowed by law.

1. Notification. Prior to March 1 of each year, the PBA will submit to the Township a list of those employees who have neither become members of the PBA for the then current membership year nor paid directly to the PBA the full amount of the representation fee for that membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph two (2) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. Payroll Deduction Schedule. The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Township; or,
- b. thirty (30) days after the employee begins his employment in a bargaining unit position.

3. New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles and date of employment for all such employees.

4. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA. The Township will forward all collected payroll deductions to the Association on a monthly basis.

5. Termination of Employment. If an employee who is required to pay a representation fee terminates his employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

6. Changes. The PBA will notify the Township, in writing, of any changes in the list provided for in paragraph one (1) above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Township receives said notice.

7. Representation Fee. The PBA shall indemnify, defend and hold the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the action taken by the Township in relying upon the salary deduction authorization cards as furnished by the PBA to the Township, or in reliance upon the official notification on the letterhead of the PBA and signed by the President of the PBA advising him of such change in deduction.

IV. MANAGEMENT RIGHTS

1. Except to the extent expressly modified by a specific provision of this Agreement, the Township reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the police department as such rights existed prior to the execution of this or any previous agreement with the PBA. The sole and exclusive rights of the Township which are not abridged by this Agreement shall include, but are not limited to:

- a. Determining the existence or non-existence of facts which are the basis of the Police Department and/or management decisions to establish or continue policies, practices or procedures for the conduct of the department and its services to the citizens;
- b. From time to time, changing or abolishing such practices or procedures; determining and re-determining the number, locations, re-locations and types of its officers or to discontinue any performance by officers of the Department;
- c. To determine the number of hours per day or week any operations of the Police Department may be carried out;
- d. To select and determine the number and types of officers required;
- e. To assign such work to such officer in accordance with the requirements determined by the Chief or designee;
- f. To establish and maintain entry requirements into the Department. The Township or designee shall, in their sole and unfettered discretion, start a newly hired bargaining unit member with prior law enforcement experience at a salary level

which is commensurate with their prior law enforcement experience, but no higher than Step 5 on the applicable salary guide;

- g. To establish and regulate training programs for members of the Department;
- h. To establish and change work schedules and assignments, other than emergencies, a five (5) working day notice is required.
- i. To transfer, promote or demote officers or employees for just cause in accordance with the needs of the Department;
- j. To lay off, terminate or otherwise relieve officers from duty for lack of work or other legitimate reasons;
- k. To continue, alter, make and enforce reasonable rules for the maintenance of discipline;
- l. To suspend, discharge or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the Township and/or Management may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township; and,
- m. Nothing herein shall prevent an officer from presenting his or her grievance for the alleged violations of any article of specific terms of this Agreement nor shall any rights provided by Title 40A of the New Jersey State Statutes or any other law or laws be amended or abridged by this Agreement.

V. EMPLOYEE'S RIGHTS

1. Non-discrimination. Pursuant to the Act, the Township hereby agrees that every employee shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-activity in the PBA and its affiliates, his institution of any grievance complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

2. Just Cause. An employee shall not be disciplined except for just cause. When an employee is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the employee has a statutory right to have union representation present if he so desires. In addition, the employee has a right to be notified, at least twenty-four (24) hours in advance, of the subject matter of an investigatory interview and be afforded the opportunity to confer with a union representative before the interview. In addition, the employee has a right to be notified twenty-four (24) hours in advance if off duty of the subject matter of an investigatory interview and will be afforded the opportunity to confer with the Union representative before the interview. Any action, taken by the Township or its agents, in contravention to these principles could constitute an unfair practice charge as it could be construed as having a negative effect on the

union's statutory obligation of representation and/or the employee's right to receive such representation.

3. Personnel Files. An employee shall have the right to inspect his/her own personnel file upon written notice to the Chief of Police at least forty-eight (48) hours in advance of the inspection request, which shall be done during normal business hours. A member or representative of the PBA may be present at the time of said inspection, at the request of the employee and with written notice to the Chief of same; the Chief or designee shall also be present at said meeting. The Township agrees that the Chief of Police or designee (hereinafter the "Chief or designee") shall notify in writing the individual employee if any material derogatory to that employee is placed in his personnel file. In the case of derogatory material, the employee shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief or designee and attached to the file copy. An employee may request that the Chief review items in his/her personnel file for removal. The Chief may, at his discretion, remove said document(s). The Chief's refusal to remove the requested item(s) shall not be subject to the arbitration step of the grievance procedure contained herein after. An employee may copy any document in his personnel file. An employee may submit any written response within thirty (30) calendar days of any derogatory material being placed in the personnel file. The employee shall review the personnel file in the presence of a Township official and initial the file after he reviews it.

Only one (1) personnel file shall be maintained and shall repose in the Office of Human Resources Officer.

4. Negotiations and Grievance Adjudication. Elected representatives of the PBA shall be permitted time off, without loss of pay, to attend negotiating sessions, grievance sessions and meetings of the Joint PBA/Management Committee provided the efficiency of the department is not affected thereby.

5. PBA Time Off. PBA representatives shall be permitted time off, without loss of pay, to attend the State Convention (3 officers), the State Mini Convention (3 officers), State Monthly Meetings (1 officer) and County Monthly Meetings (1 officer). If the monthly meeting shall fall on a scheduled work day off for the representative (not including leave time), the hours for such meeting will be placed into a pool of PBA time off that the PBA President or designee will be able to use for PBA business. The written request for usage of the PBA time off pool to the Chief or designee must meet all of the following criteria: (1) PBA time off must be requested at least three (3) calendar days in advance of the day of use; (2) PBA time off cannot be used on weekends and/or holidays; and, (3) PBA time off can only be used if the prospective use of such does not bring the Department manpower below minimum staffing levels. The PBA time off pool cannot exceed forty (40) hours at any one time. All time accumulated in excess of forty (40) hours shall be forfeited.

6. No Strike Provision. The PBA hereby waives any right to strike against the Township even should the right to strike be granted by subsequent legislation during the term of this Agreement. The PBA further agrees that should any of its members engage in a strike action against the Township, this Agreement will then become null and void.

7. Recording of Investigatory Interviews. Any recording of said investigatory interviews, either via audio and/or video and/or digital means or stenographer, shall be done with the full knowledge of the employee and an exact copy shall be supplied at the Township's expense to the employee or his/her representative upon request. This clause will also apply to any videotaping done by any party with respect to any conversations with management.

VI. VACATIONS

1. Employees shall be entitled to paid vacations each year, at the annual salary rates in effect at the time the employee commences his vacation, based upon the completion of the length of service as set forth below:

<u>Years of Service</u>	<u>No. of Working Days</u>
From 0-1 years of service, employees shall accrue one (1) day per month except that no vacation time off shall be granted prior to the completion of six (6) months of continuous service.	
1	12
3	15
10	20
15	23
20	25
After 20	an additional day for each year thereafter maximum 30

2. The scheduling of vacations shall be done in such a way as to ensure orderly operations and adequate continuous service. The Chief or designee shall have ultimate authority for allocation of vacation times. However, vacations will be granted in-so-far as possible in accordance with the desires of employees in the order of their seniority in their respective ranks or grades. Requests for vacation must be received by the Chief, or designee by April 15 for seniority purposes only. Vacation requests not submitted by April 15 shall be granted on a first come first serve basis.

3. At the time of separation from service, the employee shall be entitled to pay for any full days' vacation earned and not previously used at the annual salary rates in effect at the time of his separation.

4. In order for employees to reasonably plan their personal and family time, all requests for time off shall be acted upon and the officer so notified within seven (7) days of submission for said time off. Once granted after April 15, time off may be rescinded for an emergency only. Further, a request for block time off shall not be cause to rescind a previously granted day off.

C. Holiday off time shall be granted, if requested, as long as the manpower on the applicable shift does not fall below the minimum manpower at the time of said request and the operational needs of the department, as determined by the Chief, are met. Article VII, §5C shall be periodically evaluated by the Chief and the Township Administrator. The Township may eliminate the provisions of Article VII, §5C at any time, if the Township believes it to be fiscally and/or operationally problematic for the Department and/or Township. Such elimination cannot be grieved.

VIII. BEREAVEMENT LEAVE

1. Employees will be granted leave with pay not to exceed five (5) of employee's working days in the event of a death in the immediate family. Members of the immediate family are defined as spouse, children and other members of the same home: parents, step-parents, brothers and sisters, grandparents, parents-in-law, daughter/son-in-law, brother/sister-in-law, and grandchildren. Exceptions may be made to the designated members of the immediate family in cases in which the deceased had a long-standing family relationship with the employee. The days off under this Section shall be continuous.

2. In cases of the death of an aunt, uncle, nephew, niece or cousin of the first (1st) degree, three (3) continuous days off with pay for regularly scheduled work days will be granted. An exception to the above may be made where the deceased is buried in another state and the employee would be unable to return in time for duty with the leave granted.

3. An employee on vacation who suffers a death in the family as defined herein above shall have vacation time changed to bereavement leave for the appropriate number of days and shall have vacation time reccredited to employee's vacation bank.

IX. PERSONAL LEAVE DAYS

1. Employee shall be entitled to three (3) personal days during each year, with pay.

2. Newly-hired employees, during the remainder of their first calendar year of service, shall be granted one and one-half (1 1/2) days of personal leave, with pay, for each three (3) months of service to the limit of three (3) days.

3. The employee requesting such leave shall do so by providing the Chief or designee with a notification at least forty-eight (48) hours in advance except in the case of an emergency. The granting of a personal day shall be consistent with the needs of the Department.

4. Priority in granting such requests shall be on the basis of the following need for such leave: (1) emergencies, (2) observation of religious days or other days of celebration, (3) personal business; and, (4) other personal affairs.

5. Personal days will be scheduled in units of one (1) day or more than one day. Such leave credit shall not accumulate. Unused balances in any year shall be canceled.

X. SICK LEAVE

1. Employees shall be entitled to fifteen (15) working days of sick leave, with pay, in each calendar year after they have completed one (1) year of satisfactory continuous service. Employees who have worked less than one (1) year shall be entitled to one (1) sick leave day, with pay, for each month worked. Sick leave may be accumulated from year to year without limit. In addition, up to five (5) days sick leave may be granted due to illness or hospitalization of an employee's spouse or child, effective January 1, 2014.

2. Upon termination or resignation in good standing, an employee who has served ten (10) years with the Bridgewater Police Department shall receive one (1) day's pay for every four (4) days of accumulated unused sick leave based on a maximum accumulation of two hundred and forty (240) sick days, as modified by the provisions of paragraph 11 below.

3. Upon retirement, an employee who has served with the Bridgewater Police Department shall receive one (1) day's pay for every three (3) days of accumulated unused sick leave based on a maximum accumulation of two hundred and forty (240) sick days as modified by the provisions of paragraph 11 below.

4. Sick leave shall be at the annual rate of compensation, in effect at the time the leave commences, for that employee during the time he is on sick leave. No sick leave shall be granted for any day not worked unless the employee reporting sick does so prior to the time he is expected to report for duty. Such a report from a spouse or parent shall be deemed satisfactory.

5. After the fifth (5th) day of sick leave, the employee can be requested to file a physician's report with that employee's commanding officer stating a description of the illness and an estimate of when that employee can be expected to return to work. Failure to file such a requested report can result in the discontinuance of sick leave benefits.

6. In the event of extended sickness, an employee shall be expected to file periodic reports from his physician. The Township reserves the right to have any employee examined by a physician of its choice before the granting of any sick leave benefits. Sick leave benefits may be extended beyond the total accrued limit in the event of a grave sickness or injury that by its nature causes extended hospitalization or confinement.

7. Application for extended sick leave benefits may be made to the appropriate authority through the Chief of Police, or designee not less than five (5) working days prior to the expiration of normal sick leave benefits. The appropriate authority will endeavor to grant such extended benefits when sufficient evidence is presented that such an extension should apply. In order to qualify for extended sick leave benefits, the employee shall have exhausted all of his/her current and accumulated unused sick leave, vacation leave, personal leave and shall continue to be ill or disabled, subject to all of the provisions of this Article. If the employee uses all thirteen (13) weeks of full pay of the extended sick leave benefit, the employee must exhaust all compensatory time before becoming eligible for added thirteen (13) weeks of one-half (1/2) pay.

8. In the event that a sick leave extension is denied and the matter becomes aggrieved, the aggrieved employee shall be placed on sick leave pay totaling one-half

(1/2) of normal pay until such time as the grievance is resolved or the grievance procedure is exhausted.

9. The Township agrees to pay salary and benefits to those employees who are injured when on duty. "Injured on duty" shall also include such injuries that can occur outside the Township provided that the employee injured was on active duty and was performing an official police function.

10. Such employees, in turn, agree to reimburse the Township for such payments received while awaiting or receiving Worker's Compensation benefits provided, however, that such payments constitutes double or overlapping payment(s).

11. Irrespective of the provisions of paragraph 2 and 3 above, members of this bargaining unit shall have their sick time accrual for cash-in frozen at the amount of time earned as of December 31, 2012. Members of this bargaining unit shall be eligible to accumulate sick time to be used for sick leave. Sick time that is accumulated after December 31, 2012 will be used first (1st) for sick leave. Only after all sick leave accumulated after December 31, 2012 is exhausted will an officer be required to use sick leave from his/her pre-January 1, 2013 accumulated sick bank. Furthermore, the rate at which said time will be paid will also be based on the employee's daily rate of pay as of December 31, 2012, except that employees who are promoted after December 31, 2012 shall be paid for the days in their bank upon retirement/separation at the 2012 rate for their rank at retirement or separation.

XI. COLLEGE CREDIT COMPENSATION

College Degree Compensation shall be as follows:

A. Payment Schedules¹:

1. Police Science, Law Enforcement or Criminal Justice Degrees

A.A. \$ 750

B.A. \$1,500

M.A. \$2,250

2. All other Degrees

A.A. \$ 600

B.A. \$1,200

M.A. \$1,500

B. The amounts shown above shall be added to and considered as part of the employee's base pay. All appropriate pension deductions and contributions shall be made by each respective party.

C. Employees who have been grandfathered in accordance with footnote 1 herein below shall continue to receive said compensation payment in a lump sum on the first payday in December of each year.

D. Officers seeking an equal or higher degree than what they had of as June 30, 2016 shall be eligible for compensation for credit hours taken after July 1, 2016 if they meet all of the following criteria:

¹ Those Officers receiving per credit compensation effective in 1997 and who do not hold a degree as listed in Section A herein above shall have their respective credit numbers and amount frozen at 1997 level unless or until the respective employee receives a degree as specified in Section A herein above. In the case where said employee earns a degree he/she shall be compensated in accordance with the provisions set forth in Section A herein above. This benefit shall be for current non-degree credit recipients only and shall expire at the end of this Agreement pending renegotiations by the parties for the subsequent contract.

- (1) The rate of compensation will be equal to or less than the current Rutgers University credit hour rate commensurate with the degree level;
- (2) Officers must achieve a 2.75 or better grade average per semester and submit a course invoice and grade transcript to be eligible for reimbursement;
- (3) Only courses in the field of law enforcement or courses which are necessary to receive a law enforcement related degree shall be eligible for reimbursement; and,
- (4) All course work must receive written approval prior to taking such class(es) from the Chief of Police or designee;
- (5) If the Officer chooses to fully self-fund his/her education payment, the provisions of §A(1) of the CBA shall apply (i.e. if an officer holds a self-funded Bachelor's degree in Criminal justice and earns a Master's Degree in criminal Justice funded by the Township, the Officer is ineligible for the \$2,250 college compensation, but shall continue to receive the \$1,500 college compensation previously earned). All college credit compensation earned under the previous collective bargaining agreement shall remain in force.
- (6) Any officer that has started a semester of approved coursework and is promoted to the rank of Sergeant during the semester, the Township will reimburse the Officer for the semester as described above. Any further higher education reimbursement thereafter will be governed by the provisions of the SOA contract.

XII. HOURS OF WORK AND OVERTIME

1. The Township will comply with the Fair Labor Standards Act (FLSA) and all State and Federal Rules with respect to overtime. Overtime compensation shall be paid to an employee when he is required to work in excess of a complete regular tour of duty, or a regularly-scheduled day off when that employee is not compensated by another day off.

2. Overtime shall be compensated in the form of time and one-half ($1 \frac{1}{2}$) of the employee's regular rate of pay in effect at the time of the overtime. However, an employee may elect to receive overtime in the form of compensatory time rather than pay. Such compensatory time shall be at the rate of one and one-half ($1 \frac{1}{2}$) hours for each hour the employee worked in excess of the normal tour of duty. The type of overtime payment shall be made at the time the employee submits his overtime slip to his commanding officer.

3. If an employee retires, resigns or is terminated, the employee shall be paid for any compensatory time which the employee has accumulated in accordance with the police department policy. The employee shall be compensated at the employee's hourly rate of pay at the time of retirement, resignation or termination. There shall be a maximum of two hundred (200) hours of compensatory time which shall be payable.

4. Employees who are requested or ordered to remain beyond a normal tour will receive overtime compensation for the exact amount of overtime worked to the nearest half ($1/2$) hour. Employees who are called in to work overtime shall receive a minimum of three (3) hours pay at straight time rates for up to the first two (2) hours worked.

(

2

(

XIII. CLOTHING ALLOWANCE

1. Non-uniformed Officers. Employees who are regularly assigned to investigative duties shall be granted a clothing allowance of Seven Hundred and Fifty Dollars (\$750.00) annually. Said allowance shall be made in the form of purchase order vouchers, which shall be signed by the vendor of the clothing and shall contain a full description of the articles purchased. Purchases can be made with any reliable established clothing vendor but the total amount of purchase order vouchers submitted by an eligible employee shall in no case exceed the respective amounts listed herein. Employees who are newly assigned to investigative duties shall be permitted to use a prorated amount of the above amount according to the actual amount of time spent in such duties during the calendar year. The Township agrees to replace any civilian clothes assigned to detectives which are ruined in the line of duty with funds from the police department budget.

2. Uniformed Officers. The Township agrees to furnish all uniformed employees all normal operational uniforms and equipment (except for undergarments). The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty, except any uniforms that are damaged or destroyed due to the negligence of the employee shall be repaired or replaced at the employee's own expense.

3. The Township further agrees to provide for the cleaning and normal maintenance of clothing and equipment, except that clothing that is damaged or destroyed through the negligence of the individual employee shall be repaired or replaced at the private expense of the employee.

XIV. HEALTH INSURANCE

1. The Township agrees to provide the following Health Benefits to covered Members of the Bargaining Unit and their dependents on the first of the month following sixty (60) days of employment as defined by the terms of the specific plan(s).

1. Township of Bridgewater shall offer a Self-Insured Health Benefits Plan or a Point-of-Service Plan through Qualcare. The co-pay for office visits will be \$15.00.
2. Prescription Drug Plan. The prescription co-pay shall be \$0.00/generic, \$15.00/brand name. Co-payments for mail order prescriptions shall be set forth above per order.
3. Dental Plan.
4. Vision Benefits

2. Members of the bargaining unit shall be subject to all of the provisions of Ch. 78, P.L. 2011, including all applicable retirees. All retroactive monies paid shall be reduced by the provisions herein.

3. The Township shall have the right in its sole discretion to substitute carriers and agrees there shall be no change in the benefits.

4. Survivorship Clause. The Township agrees to pay to the spouse of an employee who dies while an employee of the Township the following benefits: health insurance, to and including age sixty (60) and dependent children up to and including age eighteen (18), as required by Medicare and insurance regulations.

5. Upon retirement, which must include at least ten (10) years of service with the Bridgewater Township Police Department, bargaining unit members and their eligible

dependents, including surviving spouses, are entitled to continue to receive full coverage, at no cost to them, under the Township's Health Benefit Program (including hospitalization, major medical, dental, prescription, and vision benefits), that was in effect at the time of their retirement, provided the employee has retired from the N.J. Police and Fireman's Retirement System (PFRS), or another state or locally administered retirement system, on a benefit based upon twenty five (25) years or more of service credited in such retirement system, excepting those employees who elected deferred retirement, but including those employees who retired on disability pension based on fewer years credited in such retirement system. This coverage shall be provided at no premium cost to the retiree and his/her dependents, and shall remain in full force and effect until the retiree's death, his/her spouse's death and, in the case of dependent children, until said children are no longer eligible for coverage (end of calendar year in which the dependent reaches age twenty three (23)). The Township shall further reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retirees and their spouses.

6. Retiree Health Insurance:

Retired officers will pay \$15.00 for doctor visits, \$0.00 for generic and \$15.00 for name prescription drugs. *Any increase in retirement co-pays for doctor's visits and prescriptions shall only occur if the active members receive an increase in their co-pays. If they remain static, then the retiree co-pays will also remain static. If active PBA members negotiate or are awarded a co-pay increase, then the retirees will pay a percentage (%) of that increase based on the percentage (%) increase in their pension benefit for the applicable year. For example, the retirees are paying \$15.00 for a doctor's

visit and the actives receive an increase of \$10.00 to \$25. If the retirees receive a 2% cost of living increase to their pension benefit in the same year the co-pay increased. The retiree co-pay will increase from \$15.00 to \$15.20 (2% of the \$10.00 increase). Except as provided below, unless a retiree is paying towards his health insurance premium on the date he retires, he shall not be obligated to do so in the future. All employees hired on or after June 28, 2011 and those employees hired before such date who did not have twenty (20) years of pensionable service as of June 28, 2011 shall be required to make premium contributions after retirement in accordance with Ch. 78, P.L. 2011.

7. Effective January 1, 2014, bargaining unit members who are eligible may seek to reduce or eliminate their insurance coverage with the Township on an annual basis. To do so, the bargaining unit member must provide to the Township, no later than November 30th of the previous year, proof of insurance coverage by a spouse or other eligible partner. No employee shall be permitted to opt-out of insurance coverage without such proof. Bargaining unit members shall be permitted to increase coverage to their previous level of opt-back into coverage, as established by law, during the open enrollment period or in the case of emergency if separate coverage is lost. For such opt-down or opt-out, the bargaining unit member will receive the amount as calculated in P.L. 2010 c. 2, as per the provisions of N.J.S.A. 52:14-173(1)(a) and N.J.S.A. 40A:10-17.1 as of January 1, 2017. Said payment shall be made as part of the bargaining unit member's opt-back in or back-up in coverage due to emergency only.

8. Effective July 1, 2016, members of the bargaining unit will be eligible to review and accept a reduced health benefit plan, as required by the Affordable Care Act (ACA), as an alternative to their current existing full benefit plan, at their sole choosing,

should such a plan become available during the duration of this Agreement. The election of the reduced benefit plan shall be on a voluntary basis.

*Retirees are not eligible for a COLA until they have been retired for at least nine (9) months.

XV. COMPENSATION

1.A. All officers whose salaries are on Steps 1 through 9 of either Wage Scale A or Wage Scale B in Appendix A will receive a step increase on December 31, 2016, irrespective of their anniversary (hire) date. All officers on Step 10 of either Wage Scale A or Wage Scale B in Appendix A shall receive a two percent (2%) increase in salary, as of December 31, 2016.

1.B. All officers whose salaries are on Steps 1 through 9 of either Wage Scale A or Wage Scale B in Appendix A will receive a step increase on December 31, 2017, irrespective of their anniversary (hire) date. All officers on Step 10 of either Wage Scale A or Wage Scale B in Appendix A shall receive a two percent (2%) increase in salary, as of December 31, 2017.

2. On-Call. A. Hours on-call shall be defined to mean those hours when the employee must remain at a given location in a state of readiness to report for active duty. Each employee who serves a minimum of six hundred (600) normally scheduled hours on-call during each calendar year shall receive an annual increment for services in the amount of Six Hundred and Fifty Dollars (\$650.00). For those employees who do not fulfill the six hundred (600)-hour requirement, the total increment shall be pro-rated accordingly.

B. As to the amounts provided for on-call compensation, effective January 1, 2016, the ID Officer shall be paid One Thousand Dollars (\$1,000) per annum and Seven Hundred Fifty Dollars (\$750.00) for the Traffic Safety Bureau and the Detective Bureau. Those bargaining unit members receiving same shall only be paid such when serving in these capacities during their respective assignments.

3. Court Compensation. An employee who is required to be on-call, in court matters, shall receive two (2) hours compensatory time for each eight (8) hours on-call to a maximum of forty (40) hours annually. An employee who is required to appear in court shall have the overtime pay provision apply on that day and not his on-call provision. The compensatory time shall be used in accordance with existing department policy.

4. Shift Differential. Effective upon the signing of this Agreement, Officers (including Traffic and the Detective Bureau) assigned to shift commencing on or after 1200 hours to 1530 hours shall receive an annual shift differential of Seven Hundred Dollars (\$700.00). Officers (including Traffic and the Detective Bureau) assigned to shifts commencing on or after 1700 hours through midnight shall receive an annual shift differential of One Thousand Four Hundred Dollars (\$1,400.00). Shift differentials shall be paid on the first (1st) pay day of December for the year worked. The shift differential shall be pro-rated in one-twelfth (1/12) increments and rounded up for partial months if an officer does not work a full year on a covered shift.

5. Pay for Higher Rank. An employee who completes a third consecutive tour working in a higher rank, shall be paid at the higher rate of pay for that work, retroactive to the initial tour.

6. Field Training Officer. Any officer assigned as a Field Training Officer (FTO) shall receive the sum of Five Hundred Dollars (\$500.00) for each officer to whom he/she is assigned to field train. Said compensation shall be paid in a lump sum check at the conclusion of the particular assignment. Officers filling in for short periods for a Field Training Officer shall not be eligible for any portion of the FTO compensation.

7. Specialty Assignment Stipend. All individuals designated as Detective, ID Officer or Traffic Unit shall split at the close of the calendar year(s), upon full service during such period, the sum of \$27,000.00. Such stipend shall be in addition to the officer's compensation, but shall only be applicable and such officer shall only be entitled to the same upon completion of satisfactory service in such capacity as Detective, ID Officer or Traffic Officer. In the event that the officer, for any reason whatsoever, does not retain the designation of Detective, ID Officer or Traffic Officer, then such stipend shall cease and such officer shall receive such proportionate share, if any, of such stipend in direct pro rata to the time such officer held such designation during that calendar year.

The amount of the stipend shall not be utilized in any other computation for either compensation or length of service nor shall such stipend be compounded or be part of any other computation.

8. Longevity Payments. Only those full-time employees hired before January 1, 1989 shall be entitled to longevity payments. Longevity payments for eligible employees shall be included into and paid as part of eligible employee's regular base pay. However, this payment shall not be included in future increases in their base pay. The amount of longevity payments added to each eligible employee's pay shall be One Thousand Five Hundred Dollars (\$1,500.00).

XVI. GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide each employee with full opportunity for presentation of his grievance and for the participation of the PBA representatives. All negotiable terms and conditions of employment may be subject to arbitration. Should a dispute arise between the Township, the PBA and any employee as to the meaning, application or operation of any provision of this Agreement or as to any disciplinary act or as to any other term and condition of employment not covered by this Agreement, such disputes shall be presented by any one of the parties within no more than thirty (30) calendar days from the time of the same arose and shall be settled in the manner prescribed herein. The procedure hereby established, unless by mutual agreement changed or waived in part or in its entirety, shall be as follows:

Step 1.

The Chief or designee shall meet the grievant, and any appropriate representative from the PBA, and the grievant's attorney if the grievant so chooses. The grievance shall be reduced to writing prior to said meeting within the thirty (30) day period. This meeting shall occur within fifteen (15) calendar days after the submission of the written grievance and the Chief or designee shall render a written response within fifteen (15) calendar days after the meeting has taken place.

Step 2.

If the grievance is not settled in Step 1, the grievant or the appropriate representative of the PBA shall make a written request for a meeting with the Mayor. This request shall be filed with the Chief or designee, within fifteen (15) calendar days after receiving the initial reply from the Chief or designee, as provided for in Step 1. The Chief or designee shall then arrange a mutually acceptable meeting to take place within fifteen (15) calendar days after receiving said request at such other time as may be mutually agreed upon. The Chief's answer for Step 2 shall be delivered to the grievant and the PBA within ten (10) working days after the meeting.

Step 3.

If the grievance is not settled in Step 2, then either the PBA only or the Township can file notice with the other that it wishes to invoke the arbitration procedure. Within twenty (20) days following said notice, the party demanding arbitration shall invoke arbitration through the Public Employment Relations Commission (PERC) in accordance with its rules and regulations. The entire cost of arbitration shall be borne equally by the

PBA and the Township. The decision of the arbitrator will be in writing and will include reasons for his decision. The decision of the arbitrator will be final and binding upon the PBA and the Township. The arbitrator shall have no authority to add to or subtract from the Agreement. The arbitrator shall be bound by the applicable law of the State of New Jersey and the laws of the United States, as well as decisions of the Courts in the State of New Jersey and the Courts of the United States. The arbitrator shall not have the authority to add, modify or detract from any expressed written terms of this Agreement.

*Time limitations on any of the above steps may be extended by mutual agreement.

XVII. OUTSIDE EMPLOYMENT

1. Employees shall be permitted to contract work other than normal patrol duties and normal police work. Uniformed outside employment shall be contracted through the Chief, or designee who shall equally distribute such work, to the extent possible, on a rotating basis among the employees (pursuant to the overtime procedures).

2. Employees shall be paid for such contracted work by the Township in the next paycheck after the collection of funds from the outside employer at the hourly rate of \$55.83 per hour paid to the officer. Effective January 1, 2015, the rate paid shall be Seventy Dollars (\$70.00) per hour, exclusive of any administrative costs and other fees charged by the Township.

3. Effective upon the signing of this agreement, officers may only work a maximum of seventeen (17) hours in any twenty-four (24) hour work period. This encompasses all regular duty assignments, overtime assignments and extraneous employment paid through the Township. For the purposes herein, the twenty-four (24) hour work period will begin when an officer has completed his/her time worked and is off-duty. A minimum of seven (7) consecutive hours of rest time is required in the twenty-four (24) hour work period. Any officer having worked the maximum of seventeen (17) hours is required to have a seven (7) hour block of rest time before returning to duty, emergencies excepted. Rest time shall mean off-duty time.

XVIII. PROBATIONARY PERIOD

The parties agree that the probationary period for new officers shall be eighteen (18) months from the date of hire except for those officers who either have been hired from another law enforcement position or have successfully completed police academy training, in which case probationary period shall be twelve (12) months from the date of hire.

XIX. MISCELLANEOUS

All police officers hired on or after January 1, 2014, who are not Police Training Commission (PTC) certified as a regular police officer (special police training/certification does not count) and who must attend a police academy, shall be paid at the rate of Ten Dollars (\$10.00) per hour for all hours that they attend the police academy. Upon successful graduation from a police academy, said officer(s) shall move to Step One of the Salary Guide set forth in Appendix A, §B. If the officer is required to perform duties for the Township of a police nature outside of attending the police academy, he/she shall be paid at the Step One rate on the Salary Guide set forth in Appendix A, §B. For the purposes of any application of the salary cap, the base salary amounts attributable to those who must attend the police academy shall be calculated from the salary level of Step One on the Salary Guide as set forth in Appendices A and B. These employees shall become unit members upon qualification for placement at the Step One level.

XX. DURATION OF AGREEMENT

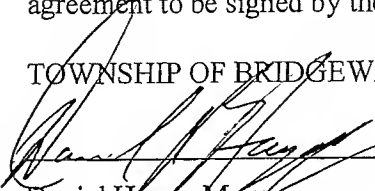
1. This Agreement and the benefits contained therein shall be in full force and effect from January 1, 2016 through and including December 31, 2017. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be given to the other party not less than one hundred-twenty (120) days prior to the such expiration date. Collective negotiations on the terms of a new agreement shall commence no later than ten (10) working days thereafter.

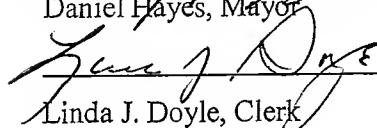
2. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new agreement.

3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.


IN WITNESS WHEREOF, the PBA and the Township have caused this agreement to be signed by their duly authorized representatives:

TOWNSHIP OF BRIDGEWATER


Daniel Hayes, Mayor


Linda J. Doyle, Clerk

BRIDGEWATER PBA LOCAL NO. 174


Patrick Knapp, President


State Delegate


Michael P. Sommers

APPENDIX A (NEW)

PATROL OFFICER

WAGE SCALE

- A. Employees hired prior to January 1, 2011 shall work under the following salary guide as emended below:*

Steps	<u>2016</u>	<u>2017</u>
1	\$48,083	\$48,083
2	\$60,561	\$60,561
3	\$80,445	\$80,445
4	\$87,486	\$87,486
5	\$87,486	\$87,486
6	\$89,912	\$89,912
7	\$89,912	\$89,912
8	\$92,611	\$92,611
9	\$99,131	\$99,131
10	\$109,228	\$111,413

- B. Employees hired on or after January 1, 2011 shall work under the following salary guide as emended below:*

Steps	<u>2016</u>	<u>2017</u>
1	\$48,083	\$48,083
2	\$54,064	\$54,064
3	\$60,045	\$60,045
4	\$66,026	\$66,026
5	\$72,007	\$72,007
6.	\$77,988	\$77,988
7	\$83,969	\$83,969
8	\$89,950	\$89,950
9	\$95,931	\$95,931
10	\$109,228	\$111,413

*As per Article XV, §1A and §1B, these step increases/top step percentage (%) increases will be paid on December 31, 2016 and December 31, 2017.